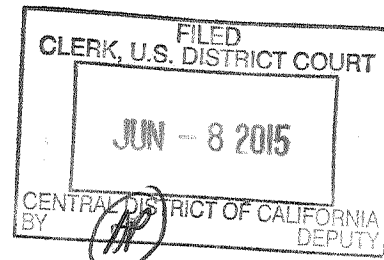


JULIA DAVIS  
BJ DAVIS  
11271 Ventura Blvd.  
Ste. 733  
Studio City, CA 91604  
Telephone: (310) 494-0107  
E-mail: JuliaDavisNews@gmail.com  
Plaintiffs in Pro Se



UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

JULIA DAVIS, BJ DAVIS,

Plaintiffs,

vs.

SONY PICTURES  
ENTERTAINMENT, a New York  
Corporation, COLUMBIA  
PICTURES, a California Corporation,  
ENTERTAINMENT PARTNERS, a  
California Corporation, AVI ARAD  
PRODUCTIONS, a California  
Corporation, ARMSTRONG  
ACTION, a California Production,  
SCREEN ACTORS GUILD, a  
California Corporation, SCREEN  
ACTORS GUILD PRODUCERS  
PENSION AND HEALTH PLANS, a  
California Corporation, IMDBCOM,  
INC, a DELAWARE Corporation,  
JAMES ARMSTRONG, an individual,  
JAY CARRADO, an individual, John  
Does 1-25

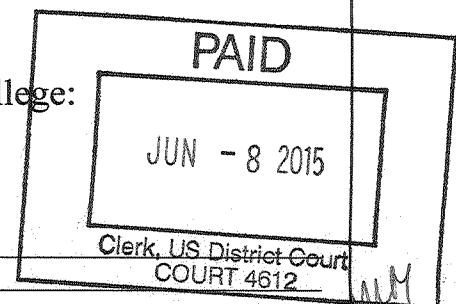
Defendants

Case No. - 04276-MWF (ASx)

COMPLAINT FOR DAMAGES FOR  
PERSONAL INJURY,  
BREACH OF CONTRACT,  
WORKPLACE VIOLENCE,  
INTENTIONAL INFLICTION OF  
EMOTIONAL DISTRESS,  
INTERFERENCE WITH RIGHT TO  
WORK,  
DISCRIMINATION,  
RETALIATION FOR PROTECTED  
ACTIVITY,  
HARASSMENT,  
DENIAL OF MEDICAL  
TREATMENT,

DEMAND FOR JURY TRIAL

Plaintiffs JULIA DAVIS and BJ DAVIS hereby allege:



1 **JURISDICTION**

2  
3 1. The court has jurisdiction over this action pursuant to 28 U.S.C. 1331  
4 and 28 U.S.C. 1367.  
5

6 **VENUE**

7  
8 2. Venue is proper in the Central District of California pursuant to 28  
9 U.S.C. 1391, because Plaintiffs reside in this district, a substantial part of the  
10 events or omissions giving rise to the claim occurred in the district, these events  
11 involve parties that reside in different states, the amount in controversy is over  
12 \$75,000 and the injury involved a violation of a federal law. In addition to  
13 California-based corporations named as Defendants, non-California companies  
14 named as Defendants keep branch offices and/or other facilities in California and  
15 therefore can be considered to have minimum contacts with this state.  
16

17 **INTRODUCTION**

18  
19 3. Plaintiffs JULIA DAVIS and BJ DAVIS are citizens of the United  
20 States and at all times relevant to this lawsuit were residents of the State of  
21 California. Plaintiff BJ DAVIS is a highly successful, world renowned, Hollywood  
22 Stuntman Hall of Fame inductee, world record holder, Stuntman, stunt double to  
23 five Academy Award winners, with a Bachelor Of Science in Communications,  
24 who studied at the Lee Strasberg Theatre & Film Institute. Plaintiff JULIA DAVIS  
25 is an accomplished stuntwoman, having doubled two Academy Award winners.  
26 She has a Masters Degree and fluently speaks multiple languages.  
27

1        4.        Plaintiffs BJ DAVIS and JULIA DAVIS were contractually employed  
2 by Defendants SONY PICTURES (“SONY”) and COLUMBIA PICTURES  
3 (“COLUMBIA”), as Screen Actors Guild (“SAG”) signators, employing the  
4 services of SAG members only. Plaintiffs BJ DAVIS and JULIA DAVIS were  
5 employed under the covenants of the Screen Actors Guild, as members in good  
6 standing, to work per guild guidelines and provisions. Contractual agreements  
7 signed by Plaintiffs BJ DAVIS and JULIA DAVIS incorporate the terms of SAG  
8 Codified Basic Agreement, which guarantees safe workplace environment, OSHA  
9 meetings before any stunt-related activities and provides other guarantees, violated  
10 by Defendants. Defendants SONY and COLUMBIA PICTURES are in breach of  
11 their contractual agreements with Plaintiffs, as detailed within this complaint.  
12

13        5.        On or about June 8, 2013, Plaintiff BJ DAVIS sustained workplace  
14 violence, intentional assault leading to life-altering disability in a hostile  
15 workplace, on the set of the feature film “The Amazing Spider-Man 2” while  
16 employed by Defendants SONY PICTURES and COLUMBIA PICTURES.  
17

18        6.        Discrimination against Plaintiffs commenced when they were hired  
19 “as locals”, based on the claim of Defendant JAMES ARMSTRONG and his  
20 father, ANDY ARMSTRONG that production companies (Defendants SONY,  
21 COLUMBIA PICTURES, AVI ARAD PRODUCTIONS and ARMSTRONG  
22 ACTION) were allegedly hiring only New York-based stuntmen/women. This  
23 meant that in spite of meeting and exceeding qualifications for the job, in order to  
24 get hired Plaintiffs had to purchase plane tickets and pay for their own  
25 accommodations. Upon arriving to the set, Plaintiffs discovered that such  
26 conditions were not imposed upon other stunt performers. In fact, stunt personnel  
27 of lesser qualifications were brought in from Los Angeles, CA and other regional  
28

1 areas of the United States, England and Mexico at the expense of production  
2 companies, including Defendants SONY and COLUMBIA PICTURES.

3  
4 7. While working on the feature film "The Amazing Spider-Man 2,"  
5 Plaintiff BJ DAVIS was subjected to age discrimination and retaliation for his  
6 prior political activities as the former Secretary for Charlton Heston and as a SAG  
7 Safety Representative. Plaintiff BJ DAVIS previously stopped the classification of  
8 stunt performers, which would have undermined the right to work for average stunt  
9 people, women and minorities while creating a monopoly by SAG Board members  
10 of the Screen Actors Guild. Plaintiff BJ DAVIS also forced the Screen Actors  
11 Guild to represent Stunt Coordinators contractually. He rallied and united the stunt  
12 community, forming the National League of SAG Stunt Performers to legally sue  
13 the Screen Actors Guild and thereby achieving the desired outcome.

14  
15 These activities prejudiced Defendants against Plaintiff BJ DAVIS and  
16 Plaintiff JULIA DAVIS as his spouse. Plaintiffs were purposely ostracized on the  
17 set of "The Amazing Spider-Man 2," were repeatedly given broken radios or radios  
18 with dead batteries, were assigned to drive defective stunt vehicles with non-  
19 functioning air conditioning and were not selected to perform the major stunts,  
20 which were assigned by Defendant JAMES ARMSTRONG to his friends and  
21 significant others. Plaintiffs were unduly subjected to harassment and  
22 discrimination.

23  
24 8. Discrimination against Plaintiffs in a hostile workplace escalated to  
25 the point of workplace violence, wherein Plaintiff BJ DAVIS was intentionally  
26 assaulted by Defendant JAY CARRADO, based upon directives of Defendant  
27 JAMES ARMSTRONG, acting on behalf of Defendants SONY, COLUMBIA,



1 AVI ARAD PRODUCTIONS, ARMSTRONG ACTION and other production  
2 companies and entities involved in the filming of "The Amazing Spider-Man 2".  
3 This assault caused Plaintiff BJ DAVIS severe, life-altering injuries, requiring  
4 several surgeries and causing bodily harm that, according to the treating  
5 physicians, may lead to his permanent disability. Plaintiff BJ DAVIS is now  
6 temporarily totally disabled, due to the severity of the injuries inflicted upon him  
7 on the set of the feature film "The Amazing Spider-Man 2."

8  
9 Defendants SONY and COLUMBIA PICTURES breached their contractual  
10 agreement with Plaintiff BJ DAVIS, wherein they were obligated to provide a safe  
11 workplace. Defendants failed to notify/warn Plaintiff of the planned assault, failed  
12 to provide medical help, did not have a medic present on the set, contrary to the  
13 requirements in the Screen Actors Guild contractual agreement with Plaintiff, by  
14 which Defendants are bound.

15  
16 Defendants refused to compensate Plaintiff for the medical expenses he  
17 incurred and will continue to incur due to the injuries caused by Plaintiffs SONY,  
18 COLUMBIA PICTURES, AVI ARAD PRODUCTIONS, ARMSTRONG  
19 ACTION and their representatives. These Defendants inflicted not only severe  
20 bodily injuries upon Plaintiff BJ DAVIS, but also intentionally inflicted emotional  
21 distress upon both Plaintiffs, depriving them of enjoyment of life and negatively  
22 impacting their ability and right to work in the future.

23  
24 9. Defendants SONY PICTURES ENTERTAINMENT, COLUMBIA  
25 PICTURES, ENTERTAINMENT PARTNERS, AVI ARAD PRODUCTIONS,  
26 ARMSTRONG ACTION retaliated against Plaintiffs BJ DAVIS and JULIA  
27 DAVIS for their complaints to governmental agencies pertaining to Defendants'

1 actions that intentionally caused serious injuries to Plaintiff BJ DAVIS. Above-  
2 mentioned Defendants caused Plaintiffs' not to receive credits on the feature film  
3 "The Amazing Spider-Man 2."

4  
5 Furthermore, above-mentioned Defendants repeatedly deleted Plaintiff BJ  
6 DAVIS and Plaintiff JULIA DAVIS' film credits for the said film from the  
7 Internet Movie Database (IMDB.com), aided and abetted by Defendant  
8 IMDBCOM. Defendant IMDBCOM allowed the deletion of Plaintiffs' film  
9 credits, in spite of Plaintiffs repeatedly challenging the said deletions and offering  
10 copies of their contracts and newspaper articles featuring Plaintiff BJ DAVIS in  
11 action scenes of the feature film "The Amazing Spider-Man 2". These deliberate  
12 activities negatively affected the rating assigned to performers by the IMDB  
13 database, thereby impacting Plaintiffs' future work opportunities and standing as  
14 film professionals.

15  
16 10. Additionally, Defendants SONY PICTURES ENTERTAINMENT,  
17 COLUMBIA PICTURES, ENTERTAINMENT PARTNERS, AVI ARAD  
18 PRODUCTIONS, ARMSTRONG ACTION retaliated against Plaintiffs BJ DAVIS  
19 and JULIA DAVIS for their complaints to governmental agencies pertaining to  
20 Defendants' actions that intentionally caused serious injuries to Plaintiff BJ  
21 DAVIS by intentionally misreporting Plaintiff JULIA DAVIS' earnings on the  
22 film as approximately one/tenth of the amount she actually earned. Defendants  
23 SCREEN ACTORS GUILD and SCREEN ACTORS GUILD PRODUCERS AND  
24 HEALTH PLANS repeatedly failed to correct this issue, which negatively impacts  
25 Plaintiff JULIA DAVIS future pension and health contributions and coverage.

26  
27 11. Defendants SCREEN ACTORS GUILD and SCREEN ACTORS  
28

1 GUILD PRODUCERS AND HEALTH PLANS issued Plaintiff Julia Davis'  
2 residual check for her work on "The Amazing Spider-Man 2" to an unknown third  
3 party, whom Defendants refused to identify. As the result, Plaintiff's residual  
4 check had to be issued as a "reimbursement," again being excluded from Plaintiff  
5 JULIA DAVIS' pension and health contributions and coverage.

6  
7 Defendants refused to explain why Plaintiff JULIA DAVIS' residual check  
8 was sent to an unidentified third party, how many times this might have happened  
9 and whether any measures were put into place to prevent this happening in the  
10 future. These actions by Defendants caused Plaintiffs not only current and future  
11 negative economic impact, but also contributed to their severe stress and duress  
12 caused by Defendants to Plaintiffs in this case.

13  
14 **FIRST CAUSE OF ACTION**

15 **PERSONAL INJURY**

16 (By Plaintiffs against Defendants SONY PICTURES ENTERTAINMENT,  
17 COLUMBIA PICTURES, AVI ARAD PRODUCTIONS, ARMSTRONG  
18 ACTION, JAMES ARMSTRONG and JAY CARRADO)  
19

20 12. Plaintiffs incorporate by reference each and every allegation contained  
21 in Paragraphs 1 through 11 as though fully set forth herein. On or about June 8,  
22 2013 in New York, New York, at approximately 8:00 PM, Plaintiff BJ DAVIS was  
23 targeted to be intentionally, selectively and maliciously blind-sided by Defendant  
24 JAY CARRADO, with an attempted clothesline tackle at full, running, body speed  
25 in a collision for a scene that was choreographed and designated with no physical  
26 contact, impact or stunts.

27 This assault/ instance of workplace violence took place in a looting scene for  
28

1 the feature film "The Amazing Spider-Man 2", an Exterior Night Scene, practical  
2 grocery store location. Plaintiff BJ DAVIS had no prior knowledge of this assault  
3 that was covertly planned by Defendants JAY CARRADO and JAMES  
4 ARMSTRONG in advance. A hostile and dangerous workplace had been created  
5 to ambush Plaintiff BJ DAVIS, who was unaware that Defendants JAY  
6 CARRADO and JAMES ARMSTRONG sought to willfully, maliciously and  
7 intentionally damage and injure Plaintiff.

8 Even more telling is the fact that Defendant JAY CARRADO was instructed  
9 by Defendant JAMES ARMSTRONG to attack Plaintiff BJ DAVIS during the  
10 filming just off-camera, which further elucidates the fact that the said attack was  
11 not part of any "action" or "stunt" sequence.

12 Defendants SONY PICTURES ENTERTAINMENT, COLUMBIA  
13 PICTURES, AVI ARAD PRODUCTIONS, ARMSTRONG ACTION are directly  
14 responsible for the actions of Defendant JAMES ARMSTRONG as the Stunt  
15 Coordinator acting on behalf of the above-mentioned Defendant companies on the  
16 set of "The Amazing Spider-Man 2" and the intentional assault that he maliciously  
17 arranged against Plaintiff BJ DAVIS.

18 The Defendants intentionally set forth events to injure Plaintiff BJ DAVIS  
19 and indeed caused him severe bodily injuries, fracturing his collar bone, causing  
20 rotator cuff tears, vertebrae compression, spine nerve damage, whiplash from the  
21 full frontal, full speed, full contact, attempted clothesline tackle, pinched nerves  
22 (neuropathy) and other potentially permanent damage. Plaintiff BJ DAVIS was  
23 medically diagnosed to undergo four (4) surgeries to repair injuries caused by  
24 Defendants.

25  
26 **SECOND CAUSE OF ACTION**

27 **BREACH OF CONTRACT**



(By Plaintiffs against Defendants SONY PICTURES ENTERTAINMENT,  
COLUMBIA PICTURES, AVI ARAD PRODUCTIONS, ARMSTRONG  
ACTION)

13. Plaintiffs incorporate by reference each and every allegation contained in Paragraphs 1 through 12 as though fully set forth herein. Plaintiffs BJ DAVIS and JULIA DAVIS were contractually employed by Defendants SONY PICTURES ("SONY") and COLUMBIA PICTURES ("COLUMBIA"), as Screen Actors Guild ("SAG") signators, employing the services of SAG members only. Plaintiffs BJ DAVIS and JULIA DAVIS were employed under the covenants of the Screen Actors Guild, as members in good standing, to work per guild guidelines and provisions.

Clause 2 of the contractual agreements signed by Plaintiffs BJ DAVIS and JULIA DAVIS incorporate the terms of SAG Codified Basic Agreement, which guarantees safe workplace environment, OSHA meetings before any stunt-related activities and provides other guarantees, violated by Defendants. Defendants SONY and COLUMBIA PICTURES are in breach of their contractual agreements with Plaintiffs. Specifically, one of the contractual obligations violated by Defendants states:

"Section 28: Injuries to Persons or Property During Performance; Safety

*B. Protection of Performers; Safety*

It shall be the policy of the parties to this Agreement that performers employed hereunder shall, to the extent possible, not be placed in circumstances hazardous or dangerous to the individual. In furtherance of this policy, it is agreed:

(1) When Producer requires script or non-script stunts or stunt-related activity of a performer, an individual qualified by training and/or experience

1 in the planning, setting up and/or performance of the type of stunt involved  
2 shall be engaged and present on the set. No performer without such requisite  
3 training and/or experience shall be required to perform a stunt or stunt-  
4 related activity without an opportunity for prior consultation by the  
5 performer with such individual.

6 (4) The performer's consent shall be a requisite precondition to performing  
7 stunts or other hazardous activity. The performer's consent shall be limited  
8 to the stunt or activity described to the performer at the time consent was  
9 given.”

10  
11 Defendants SONY PICTURES ENTERTAINMENT, COLUMBIA  
12 PICTURES, AVI ARAD PRODUCTIONS, ARMSTRONG ACTION and Plaintiff  
13 BJ DAVIS participated in a safety meeting per OSHA/New York, Screen Actor  
14 Guild, Director Guild rules and regulations to state there would be no physical  
15 action or contact in this particular scene.

16 The Defendants intentionally set forth events to humiliate, harass, assault  
17 and injure Plaintiff BJ DAVIS and indeed caused him severe bodily injuries,  
18 fracturing his collar bone, causing rotator cuff tears, vertebrae compression, spine  
19 nerve damage, whiplash from the full frontal, full speed, full contact, attempted  
20 clothesline tackle, pinched nerves (neuropathy) and other potentially permanent  
21 damage. Plaintiff BJ DAVIS was medically diagnosed to undergo four (4)  
22 surgeries to repair injuries caused by Defendants. Due to Defendants' refusal to  
23 respond to Plaintiff's complaints and requests for medical treatment and  
24 reimbursement, Plaintiff BJ DAVIS underwent a rotator cuff repair surgery at his  
25 own expense.

26 Defendants SONY PICTURES ENTERTAINMENT, COLUMBIA  
27 PICTURES, AVI ARAD PRODUCTIONS and ARMSTRONG ACTION are in  
28

1 breach of the contractual agreement with Plaintiff BJ DAVIS and should be held  
 2 accountable for intentional assault, negligent supervision, negligent failure to warn,  
 3 failure to provide safe work environment, breach of contract, discrimination,  
 4 harassment and resulting injuries and damages.

### 5 6 **THIRD CAUSE OF ACTION**

#### 7 **WORKPLACE VIOLENCE**

8 (By Plaintiffs against Defendants SONY PICTURES ENTERTAINMENT,  
 9 COLUMBIA PICTURES, AVI ARAD PRODUCTIONS, ARMSTRONG  
 ACTION, JAMES ARMSTRONG and JAY CARRADO)

10  
 11 14. Plaintiffs incorporate by reference each and every allegation  
 12 contained in Paragraphs 1 through 13 as though fully set forth herein. On or about  
 13 June 8, 2013 in New York, New York, at approximately 8:00 PM, Plaintiff BJ  
 14 DAVIS was targeted to be intentionally, selectively and maliciously blind-sided  
 15 by Defendant JAY CARRADO, with an attempted clothesline tackle at full,  
 16 running, body speed in a collision for a scene that was choreographed and  
 17 designated with no physical contact, impact or stunts.

18 This instance of workplace violence was purposely, covertly and maliciously  
 19 arranged against Plaintiff BJ DAVIS, who had no prior knowledge of this assault  
 20 by Defendants JAY CARRADO and JAMES ARMSTRONG. A hostile and  
 21 dangerous workplace had been created to ambush Plaintiff BJ DAVIS, who was  
 22 unaware that Defendants JAY CARRADO and JAMES ARMSTRONG sought to  
 23 willfully, maliciously and intentionally damage and injure Plaintiff. Employers,  
 24 Defendants SONY PICTURES ENTERTAINMENT, COLUMBIA PICTURES,  
 25 AVI ARAD PRODUCTIONS and ARMSTRONG ACTION are liable for the  
 26 incident of workplace violence, which not only could have been prevented, but was  
 27 maliciously arranged by the above-mentioned Defendants, in direct violation of

1 their obligations to provide a safe workplace for their employees.

2  
3 **FOURTH CAUSE OF ACTION**

4 **INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS**

5 (By Plaintiffs against Defendants SONY PICTURES ENTERTAINMENT,  
6 COLUMBIA PICTURES, ENTERTAINMENT PARTNERS, AVI ARAD  
7 PRODUCTIONS, ARMSTRONG ACTION, SCREEN ACTORS GUILD,  
8 SCREEN ACTORS GUILD PRODUCERS PENSION AND HEALTH PLANS,  
9 IMDBCOM, INC, JAMES ARMSTRONG and JAY CARRADO)

10 15. Plaintiffs incorporate by reference each and every allegation  
11 contained in Paragraphs 1 through 14 as though fully set forth herein.

12 Defendants SONY PICTURES ENTERTAINMENT, COLUMBIA  
13 PICTURES, ENTERTAINMENT PARTNERS, AVI ARAD PRODUCTIONS,  
14 ARMSTRONG ACTION JAMES ARMSTRONG and JAY CARRADO  
15 intentionally inflicted emotional distress upon Plaintiffs, because of discrimination,  
16 harassment and debilitating injuries inflicted upon Plaintiff BJ DAVIS on the set of  
17 the feature film "The Amazing Spider-Man 2", as well as Defendants' refusal to  
18 provide medical treatment and/or reimbursement to Plaintiff BJ DAVIS for the  
19 medical treatment (including surgery) of severe, debilitating injuries, incurred  
20 during the filming of the feature film "The Amazing Spider-Man 2".

21 Defendants SCREEN ACTORS GUILD, SCREEN ACTORS GUILD  
22 PRODUCERS PENSION AND HEALTH PLANS intentionally inflicted  
23 emotional distress upon Plaintiffs, by failing to take any action to protect their  
24 rights as Screen Actors Guild performers. Furthermore, Defendants SCREEN  
25 ACTORS GUILD, SCREEN ACTORS GUILD PRODUCERS PENSION AND  
26 HEALTH PLANS aided and abetted Defendants SONY and COLUMBIA  
27 PICTURES by incorrectly reporting Plaintiffs' earnings, issuing their residuals to  
28



1 third parties and failing to correct glaring errors in reporting of Plaintiffs' earnings  
2 in spite of numerous written requests.

3 Defendant IMDBCOM, INC intentionally inflicted emotional distress  
4 upon Plaintiffs by repeatedly allowing Defendants SONY and COLUMBIA  
5 PICTURES to unjustly delete Plaintiffs' film credits from the Internet Movie  
6 Database online listings, in spite of Plaintiffs' numerous communications, offering  
7 undeniable proof of their contractual work on the feature film "The Amazing  
8 Spider-Man 2". Defendant IMDBCOM, INC removed, or allowed third parties to  
9 remove, Plaintiffs' earned film credits from database listings, causing their film  
10 rankings to plummet and therefore negatively impacting Plaintiffs' good standing  
11 as seasoned film professionals.

## 12 **FIFTH CAUSE OF ACTION**

### 13 **INTERFERENCE WITH RIGHT TO WORK**

14 (By Plaintiffs against Defendants SONY PICTURES ENTERTAINMENT,  
15 COLUMBIA PICTURES, ENTERTAINMENT PARTNERS, AVI ARAD  
16 PRODUCTIONS, ARMSTRONG ACTION, SCREEN ACTORS GUILD,  
17 SCREEN ACTORS GUILD PRODUCERS PENSION AND HEALTH PLANS,  
IMDBCOM, INC, JAMES ARMSTRONG and JAY CARRADO)

18 16. Plaintiffs incorporate by reference each and every allegation  
19 contained in Paragraphs 1 through 15 as though fully set forth herein. Defendants  
20 SONY PICTURES ENTERTAINMENT, COLUMBIA PICTURES,  
21 ENTERTAINMENT PARTNERS, AVI ARAD PRODUCTIONS, ARMSTRONG  
22 ACTION JAMES ARMSTRONG and JAY CARRADO knowingly, willfully and  
23 maliciously interfered with Plaintiffs' right to work, equal opportunity and a safe  
24 workplace, free of harassment and violence. Plaintiffs were discriminated against  
25 by the above-mentioned Defendants during their contracted work on the feature  
26 film "The Amazing Spider-Man 2."

1 Defendants SONY PICTURES ENTERTAINMENT, COLUMBIA  
2 PICTURES, ENTERTAINMENT PARTNERS, AVI ARAD PRODUCTIONS,  
3 ARMSTRONG ACTION JAMES ARMSTRONG and JAY CARRADO are  
4 responsible for debilitating injuries inflicted upon Plaintiff BJ DAVIS on the set of  
5 the feature film "The Amazing Spider-Man 2", as well as their refusal to provide  
6 medical treatment and/or reimbursement to Plaintiff BJ DAVIS for the medical  
7 treatment (including surgery) of severe, debilitating injuries, incurred during the  
8 filming of the feature film "The Amazing Spider-Man 2". These injuries, many of  
9 which remain untreated and urgently need remaining surgeries, which Defendants  
10 refused to pay for or reimburse, will negatively impact Plaintiff BJ DAVIS' right  
11 to work, having caused potentially permanent disabilities.

12 Defendants SCREEN ACTORS GUILD, SCREEN ACTORS GUILD  
13 PRODUCERS PENSION AND HEALTH PLANS interfered with Plaintiffs' right  
14 to work and equal opportunity by failing to take any action to protect their rights as  
15 Screen Actors Guild performers. Furthermore, Defendants SCREEN ACTORS  
16 GUILD, SCREEN ACTORS GUILD PRODUCERS PENSION AND HEALTH  
17 PLANS aided and abetted Defendants SONY and COLUMBIA PICTURES by  
18 incorrectly reporting Plaintiffs' earnings, issuing their residuals to third parties and  
19 failing to correct glaring errors in reporting of Plaintiffs' earnings in spite of  
20 numerous written requests.

21 Defendant IMDBCOM, INC interfered with Plaintiffs' right to work  
22 and equal opportunity by repeatedly allowing Defendants SONY and COLUMBIA  
23 PICTURES to unjustly delete Plaintiffs' film credits from the Internet Movie  
24 Database online listings, in spite of Plaintiffs' numerous communications, offering  
25 undeniable proof of their contractual work on the feature film "The Amazing  
26 Spider-Man 2". Defendant IMDBCOM, INC removed, or allowed third parties to  
27 remove, Plaintiffs' earned film credits from database listings, causing their film

1 rankings to plummet and therefore negatively impacting Plaintiffs' good standing  
 2 as seasoned film professionals. These activities caused severe detrimental effect on  
 3 Plaintiffs' right to work and equal opportunity, by diminishing their standing as  
 4 successful film professionals.

5 Defendants went to great lengths and inordinately, excessive amount of  
 6 effort to negatively impact the income earnings of Plaintiff JULIA DAVIS, to deny  
 7 her gross income on "The Amazing Spider Man 2", neglecting their fiduciary  
 8 duties to make appropriate health and welfare contributions to the Screen Actor  
 9 Guild Health and Welfare Plan for Plaintiff JULIA DAVIS. This did impact her  
 10 retirement, earned income for medical care qualifications and minimized current  
 11 and future residual income earnings in perpetuity as a working member of the  
 12 Screen Actors Guild.

13  
 14 **SIXTH CAUSE OF ACTION**  
**DISCRIMINATION**

15 (By Plaintiffs against Defendants SONY PICTURES ENTERTAINMENT,  
 16 COLUMBIA PICTURES, ENTERTAINMENT PARTNERS, AVI ARAD  
 17 PRODUCTIONS, ARMSTRONG ACTION, SCREEN ACTORS GUILD,  
 18 SCREEN ACTORS GUILD PRODUCERS PENSION AND HEALTH PLANS,  
 IMDBCOM, INC.)

19 17. Plaintiffs incorporate by reference each and every allegation  
 20 contained in Paragraphs 1 through 16 as though fully set forth herein.  
 21 Discrimination against Plaintiffs by Defendants SONY PICTURES  
 22 ENTERTAINMENT, COLUMBIA PICTURES, ENTERTAINMENT  
 23 PARTNERS, AVI ARAD PRODUCTIONS, ARMSTRONG ACTION  
 24 commenced when they were hired "as locals", based on the claim of Defendant  
 25 JAMES ARMSTRONG that production companies (Defendants SONY,  
 26 COLUMBIA PICTURES, AVI ARAD PRODUCTIONS and ARMSTRONG  
 27 ACTION) were allegedly hiring only New York-based stuntmen/women.

1 This meant that in spite of meeting and exceeding qualifications for the  
2 job, in order to get hired Plaintiffs had to purchase plane tickets and pay for their  
3 own accommodations. Upon arriving to the set, Plaintiffs discovered that such  
4 conditions were not imposed upon other stunt performers. In fact, stunt personnel  
5 of lesser qualifications were brought in from Los Angeles, CA and other regional  
6 areas of the United States, England and Mexico at the expense of production  
7 companies, including Defendants SONY and COLUMBIA PICTURES.

8 While working on the feature film "The Amazing Spider-Man 2,"  
9 Plaintiff BJ DAVIS was subjected to age discrimination and retaliation for his  
10 prior political activities as the former Secretary for Charlton Heston and as a SAG  
11 Safety Representative. Plaintiff BJ DAVIS previously stopped the classification of  
12 stunt performers, which would have undermined the right to work for average  
13 stunt people, women and minorities while creating a monopoly by SAG Board  
14 members of the Screen Actors Guild. Plaintiff BJ DAVIS also forced the Screen  
15 Actors Guild to represent Stunt Coordinators contractually. He rallied and united  
16 the stunt community, forming the National League of SAG Stunt Performers to  
17 legally sue the Screen Actors Guild and thereby achieving the desired outcome.

18  
19 These activities prejudiced Defendants against Plaintiff BJ DAVIS and  
20 Plaintiff JULIA DAVIS as his spouse. Plaintiffs were purposely ostracized on the  
21 set of "The Amazing Spider-Man 2," were repeatedly given broken radios or radios  
22 with dead batteries, were assigned to drive defective stunt vehicles with non-  
23 functioning air conditioning and were not selected to perform major stunts, which  
24 were assigned by Defendant JAMES ARMSTRONG to his friends and significant  
25 others, which amount to indirect sex discrimination. Plaintiffs were unduly  
26 subjected to harassment and discrimination.



1 Discrimination against Plaintiffs in a hostile workplace escalated to the point  
2 of workplace violence, wherein Plaintiff BJ DAVIS was intentionally assaulted by  
3 Defendant JAY CARRADO, based upon directives of Defendant JAMES  
4 ARMSTRONG, acting on behalf of Defendants SONY, COLUMBIA, AVI ARAD  
5 PRODUCTIONS, ARMSTRONG ACTION and other production companies and  
6 entities involved in the filming of "The Amazing Spider-Man 2". This assault  
7 caused Plaintiff BJ DAVIS severe, life-altering injuries, requiring several surgeries  
8 and causing bodily harm that, according to the treating physicians, may lead to his  
9 permanent disability. Plaintiff BJ DAVIS is now temporarily totally disabled, due  
10 to the severity of the injuries inflicted upon him on the set of the feature film "The  
11 Amazing Spider-Man 2."

12  
13 Defendants SCREEN ACTORS GUILD, SCREEN ACTORS GUILD  
14 PRODUCERS PENSION AND HEALTH PLANS discriminated against  
15 Plaintiffs' for Plaintiff BJ DAVIS' prior political and legal activities against SAG,  
16 wherein he was able to successfully protect stunt people, women and minorities  
17 from unfair classification. In retaliation for Plaintiff's protected activities,  
18 Defendants SCREEN ACTORS GUILD, SCREEN ACTORS GUILD  
19 PRODUCERS PENSION AND HEALTH PLANS discriminated against Plaintiffs  
20 failing to take any action to protect their rights as Screen Actors Guild performers.

21  
22 Furthermore, Defendants SCREEN ACTORS GUILD, SCREEN ACTORS  
23 GUILD PRODUCERS PENSION AND HEALTH PLANS aided and abetted  
24 Defendants SONY and COLUMBIA PICTURES by incorrectly reporting  
25 Plaintiffs' earnings, issuing their residuals to third parties and failing to correct  
26 glaring errors in reporting of Plaintiffs' earnings in spite of numerous written  
27 requests.

1 Defendant IMDBCOM, INC discriminated against Plaintiffs' and  
2 engaged in censorship by repeatedly allowing Defendants SONY and COLUMBIA  
3 PICTURES, their agents and representatives and possibly yet to be identified third  
4 parties to unjustly delete Plaintiffs' film credits from the Internet Movie Database  
5 online listings, in spite of Plaintiffs' numerous communications, offering  
6 undeniable proof of their contractual work on the feature film "The Amazing  
7 Spider-Man 2". Defendant IMDBCOM, INC removed, or allowed third parties to  
8 remove, Plaintiffs' earned film credits from database listings, causing their film  
9 rankings to plummet and therefore negatively impacting Plaintiffs' good standing  
10 as seasoned film professionals. These discriminatory activities caused severe  
11 detrimental effect on Plaintiffs' right to work and equal opportunity, by unduly  
12 diminishing their standing as successful film professionals.

13  
14 **SEVENTH CAUSE OF ACTION**

15 **RETALIATION FOR PROTECTED ACTIVITY**

16 (By Plaintiffs against Defendants SONY PICTURES ENTERTAINMENT,  
17 COLUMBIA PICTURES, ENTERTAINMENT PARTNERS, AVI ARAD  
18 PRODUCTIONS, ARMSTRONG ACTION, SCREEN ACTORS GUILD,  
19 SCREEN ACTORS GUILD PRODUCERS PENSION AND HEALTH PLANS)

20 18. Plaintiffs incorporate by reference each and every allegation  
21 contained in Paragraphs 1 through 17 as though fully set forth herein. While  
22 working on the feature film "The Amazing Spider-Man 2," Plaintiff BJ DAVIS  
23 was subjected to retaliation for his prior political activities as the former Secretary  
24 for Charlton Heston and as a SAG Safety Representative. Plaintiff BJ DAVIS  
25 previously stopped the classification of stunt performers, women and minorities  
26 which would have undermined the right to work for average stunt people, while  
27 creating a monopoly by SAG Board members of the Screen Actors Guild.  
28 Plaintiff BJ DAVIS also forced the Screen Actors Guild to represent Stunt

1 Coordinators contractually. He rallied and united the stunt community, forming  
2 the National League of SAG Stunt Performers to legally sue the Screen Actors  
3 Guild and thereby achieving the desired outcome. Plaintiffs' lawful activities as a  
4 proactive member of the Screen Actors Guild are protected by law against  
5 retaliation by unions and employers.

6 Protected activities by Plaintiffs caused Defendants to retaliate against them –  
7 first, by refusing to hire them, unless they agreed to work "as locals." Retaliatory  
8 activities continued when Plaintiffs were purposely ostracized on the set of "The  
9 Amazing Spider-Man 2," were repeatedly given broken radios or radios with dead  
10 batteries, were assigned to drive defective stunt vehicles with non-functioning air  
11 conditioning and were not selected to perform major stunts, which were assigned  
12 by Defendant JAMES ARMSTRONG to his friends and significant others.  
13 Plaintiffs were unduly subjected to harassment and discrimination.

14  
15 Retaliation against Plaintiffs in a hostile workplace escalated to the point of  
16 workplace violence, wherein Plaintiff BJ DAVIS was intentionally assaulted by  
17 Defendant JAY CARRADO, based upon directives of Defendant JAMES  
18 ARMSTRONG, acting on behalf of Defendants SONY, COLUMBIA, AVI ARAD  
19 PRODUCTIONS, ARMSTRONG ACTION and other production companies and  
20 entities involved in the filming of "The Amazing Spider-Man 2". This assault  
21 caused Plaintiff BJ DAVIS severe, life-altering injuries, requiring several surgeries  
22 and causing bodily harm that, according to the treating physicians, may lead to his  
23 permanent disability.

24  
25 Defendants SONY, COLUMBIA, AVI ARAD PRODUCTIONS,  
26 ARMSTRONG ACTION also retaliated against Plaintiffs' for reporting the  
27 assaults, workplace violence, discrimination and harassment on the set of "The  
28

1 Amazing Spider-Man 2” to several governmental and non-governmental agencies.  
2 In retaliation for Plaintiffs’ protected activities, Defendants refused to compensate  
3 Plaintiff for the medical expenses he incurred and will continue to incur due to the  
4 injuries caused by Plaintiffs SONY, COLUMBIA PICTURES, AVI ARAD  
5 PRODUCTIONS, ARMSTRONG ACTION and their representatives.

6  
7 Defendants SONY PICTURES ENTERTAINMENT, COLUMBIA  
8 PICTURES, ENTERTAINMENT PARTNERS, AVI ARAD PRODUCTIONS,  
9 ARMSTRONG ACTION also retaliated against Plaintiffs BJ DAVIS and JULIA  
10 DAVIS for their complaints to governmental agencies by excluding Defendants  
11 from credit listings on the feature film “The Amazing Spider-Man 2”, by  
12 submitting incorrect earnings, health and welfare contributions to Defendants  
13 SCREEN ACTORS GUILD, SCREEN ACTORS GUILD PRODUCERS  
14 PENSION AND HEALTH PLANS. In retaliation for Plaintiffs’ prior protected  
15 activities, Defendants SCREEN ACTORS GUILD, SCREEN ACTORS GUILD  
16 PRODUCERS PENSION AND HEALTH PLANS failed to correct this  
17 information in their databases, issued residuals to unknown third parties instead of  
18 Plaintiff JULIA DAVIS (while refusing to identify the party or parties who  
19 improperly received and unlawfully cashed Plaintiff’s checks).

20  
21 In retaliation for Plaintiffs’ prior protected activities, Defendants SCREEN  
22 ACTORS GUILD, SCREEN ACTORS GUILD PRODUCERS PENSION AND  
23 HEALTH PLANS failed to provide proper representation and protection to  
24 Plaintiffs, as members in good standing with the Screen Actors Guild.

25  
26 **EIGHTH CAUSE OF ACTION**  
27 **HARASSMENT**



1 (By Plaintiffs against Defendants SONY PICTURES ENTERTAINMENT,  
2 COLUMBIA PICTURES, ENTERTAINMENT PARTNERS, AVI ARAD  
3 PRODUCTIONS, ARMSTRONG ACTION, SCREEN ACTORS GUILD,  
4 SCREEN ACTORS GUILD PRODUCERS PENSION AND HEALTH PLANS,  
IMDBCOM, INC, JAMES ARMSTRONG and JAY CARRADO)

5 19. Plaintiffs incorporate by reference each and every allegation  
6 contained in Paragraphs 1 through 18 as though fully set forth herein. While  
7 working on the feature film "The Amazing Spider-Man 2," Plaintiff BJ DAVIS  
8 was subjected to harassment, in retaliation for his protected activities.

9 These activities prejudiced Defendants against Plaintiff BJ DAVIS and  
10 Plaintiff JULIA DAVIS as his spouse, subjecting them to harassment by  
11 Defendants. Plaintiffs were purposely ostracized on the set of "The Amazing  
12 Spider-Man 2," were repeatedly given broken radios or radios with dead batteries,  
13 were assigned to drive defective stunt vehicles with non-functioning air  
14 conditioning and were not selected to perform major stunts, which were assigned  
15 by Defendant JAMES ARMSTRONG to his friends and significant others.  
16 Plaintiffs were unduly subjected to harassment and discrimination.

17  
18 Harassment against Plaintiffs in a hostile workplace escalated to the point of  
19 workplace violence, wherein Plaintiff BJ DAVIS was intentionally assaulted by  
20 Defendant JAY CARRADO, based upon directives of Defendant JAMES  
21 ARMSTRONG, acting on behalf of Defendants SONY, COLUMBIA, AVI ARAD  
22 PRODUCTIONS, ARMSTRONG ACTION and other production companies and  
23 entities involved in the filming of "The Amazing Spider-Man 2". This assault  
24 caused Plaintiff BJ DAVIS severe, life-altering injuries, requiring several surgeries  
25 and causing bodily harm that, according to the treating physicians, may lead to his  
26 permanent disability. Plaintiff BJ DAVIS is now temporarily totally disabled, due  
27

1 to the severity of the injuries inflicted upon him on the set of the feature film "The  
2 Amazing Spider-Man 2."

3  
4 Plaintiffs were subsequently harassed by Defendants SCREEN ACTORS  
5 GUILD, SCREEN ACTORS GUILD PRODUCERS PENSION AND HEALTH  
6 PLANS, who failed to correct deliberately erroneous pension and health  
7 contributions reported with respect to Plaintiffs by Defendants SONY PICTURES  
8 ENTERTAINMENT, COLUMBIA PICTURES, ENTERTAINMENT  
9 PARTNERS, AVI ARAD PRODUCTIONS, ARMSTRONG ACTION.

10  
11 Plaintiffs were also harassed by Defendant IMDBCOM, INC, who repeatedly  
12 removed Plaintiffs' earned film credits from the Internet Movie Database, ignored  
13 Plaintiffs requests for correction and deliberately, artificially lowered Plaintiffs'  
14 database rankings, undermining their standing as reputable, seasoned film  
15 professionals.

16  
17 **NINTH CAUSE OF ACTION**  
18 **DENIAL OF MEDICAL TREATMENT**

19 (By Plaintiffs against Defendants SONY PICTURES ENTERTAINMENT,  
20 COLUMBIA PICTURES, ENTERTAINMENT PARTNERS, AVI ARAD  
21 PRODUCTIONS, ARMSTRONG ACTION, SCREEN ACTORS GUILD,  
22 SCREEN ACTORS GUILD PRODUCERS PENSION AND HEALTH  
23 PLANS)

24 20. Plaintiffs incorporate by reference each and every allegation contained  
25 in Paragraphs 1 through 19 as though fully set forth herein. On or about June 8,  
26 2013 in New York, New York, at approximately 8:00 PM, Plaintiff BJ DAVIS was  
27 targeted to be intentionally, selectively and maliciously blind-sided by Defendant

1 JAY CARRADO, with an attempted clothesline tackle at full, running, body speed  
2 in a collision for a scene that was choreographed and designated with no physical  
3 contact, impact or stunts.

4 This assault/ instance of workplace violence took place in a looting scene for  
5 the feature film "The Amazing Spider-Man 2", an Exterior Night Scene, practical  
6 grocery store location. Plaintiff BJ DAVIS had no prior knowledge of this assault  
7 that was covertly planned by Defendants JAY CARRADO and JAMES  
8 ARMSTRONG in advance. A hostile and dangerous workplace had been created  
9 to ambush Plaintiff BJ DAVIS, who was unaware that Defendants JAY  
10 CARRADO and JAMES ARMSTRONG sought to willfully, maliciously and  
11 intentionally damage and injure Plaintiff.

12 Even more telling is the fact that Defendant JAY CARRADO was instructed  
13 by Defendant JAMES ARMSTRONG to attack Plaintiff BJ DAVIS during the  
14 filming just off-camera, which further elucidates the fact that the said attack was  
15 not part of any "action" or "stunt" sequence.

16 Defendants SONY PICTURES ENTERTAINMENT, COLUMBIA  
17 PICTURES, AVI ARAD PRODUCTIONS, ARMSTRONG ACTION failed to  
18 provide a safe working environment for Plaintiffs. After Plaintiff BJ DAVIS was  
19 severely injured (including but not limited to collar bone fracture, rotator cuff  
20 tears, vertebrae compression and pinched nerves), SONY PICTURES  
21 ENTERTAINMENT, COLUMBIA PICTURES, ENTERTAINMENT  
22 PARTNERS, AVI ARAD PRODUCTIONS, ARMSTRONG ACTION failed to  
23 provide him with any medical aid or assistance for the injuries incurred during the  
24 filming of "The Amazing Spider-Man 2", heralded as being the most expensive  
25 feature film ever made with a budget of \$250,000,000.00 dollars. .

26 Plaintiff sought medical treatment (including rotator cuff surgery which was  
27 already performed and additional outstanding surgeries), providing doctors' reports

1 and requests to reimbursement to Defendants SONY PICTURES  
2 ENTERTAINMENT and COLUMBIA PICTURES. Defendants failed to provide  
3 any medical treatment to Plaintiff BJ DAVIS and refused to reimburse him for the  
4 medical expenses Plaintiff incurred in the process of seeking and undergoing  
5 medical treatment (including but not limited to rotator cuff surgery). Defendants  
6 SONY PICTURES ENTERTAINMENT and COLUMBIA PICTURES are directly  
7 responsible for the actions of Defendant JAMES ARMSTRONG as the Stunt  
8 Coordinator acting on behalf of the above-mentioned Defendant companies on the  
9 set of "The Amazing Spider-Man 2" and the intentional assault that he maliciously  
10 arranged against Plaintiff BJ DAVIS, which caused severe, debilitating injuries.

11 Defendants SCREEN ACTORS GUILD, SCREEN ACTORS GUILD  
12 PRODUCERS PENSION AND HEALTH PLANS have thwarted and denied  
13 Plaintiffs attempts to receive adequate medical care and financial support, denying  
14 insurance payment for the rotator cuff surgery Plaintiff BJ DAVIS underwent,  
15 when he was unable to obtain surgeries and other urgently-needed medical  
16 treatment from Defendants SONY PICTURES ENTERTAINMENT, COLUMBIA  
17 PICTURES and ENTERTAINMENT PARTNERS. As the result, Plaintiff BJ  
18 DAVIS' credit rating and financial standing has been undermined, as he was  
19 charged in excess of \$45,776.45 by the medical care providers for the rotator cuff  
20 surgery, in addition to other mounting medical expenditures that none of the  
21 Defendants are covering, in spite of their legal, ethical and contractual obligations  
22 to do so.

23 //

24 //

25 //

26 //

27 //



1       **WHEREFORE, Plaintiffs demand judgment as follows:**

2       As to the First through Ninth Causes of Action;

- 3
- 4           1. General damages in excess of \$20,000,000.00; and
- 5
- 6           2. Special damages for loss of earnings, medical expense, lifetime
- 7       medical care.
- 8
- 9           3. Punitive and exemplary damages.
- 10
- 11          4. Reasonable court filing fees and attorney fees.
- 12
- 13          5. For pain and suffering, emotional stress and duress;
- 14
- 15          6. For costs of suit;
- 16
- 17          6. For interest; and
- 18
- 19          7. For such additional and further relief that the court may deem just
- 20       and proper.
- 21

22                       **DEMAND FOR JURY TRIAL**

23

24       Plaintiffs JULIA DAVIS and BJ DAVIS hereby request a jury trial.

25


26


27

28

1 Date: June 8, 2015

2  
3 Respectfully submitted,

4  
5   
6 Julia Davis, Plaintiff in Pro Se

7  
8   
9 BJ Davis, Plaintiff in Pro Se